

## **REMARKS**

Claims 18-32 are pending in the application. Claims 18-32 are currently amended. No new matter has been added.

The Examiner has objected to claims 19-32 under 35 U.S.C.112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

The Examiner has objected to claims 18-19, 23, 26-28 and 32 as being unpatentable over 1800CONTACTS Website printout packed (archived as of March 3, 2000) in view of Pauly et al (USPN 4,958,280).

The Examiner has objected to claims 20-22, 24-25, and 29-31 as being unpatentable over 1800CONTACTS Website printout packed (archived as of March 3, 2000) in view of Pauly et al (USPN 4,958, 280) as applied to claim 18, and in further view of Stasny (USPAP 2003/0074234).

### **I. Overview**

The undersigned wishes to acknowledge the Applicant's appreciation for the Examiner Interview of November 22, 2006. All amendments made herein are meant to reflect the understandings reached at that interview.

Specifically, at the Examiner's suggestion, the Applicants have removed the language referring to "an indication" from the claim language to clarify the intent of the respective claims. In addition, the Applicants have amended the respective claims to clarify that the present invention relates to sale of contact lenses resulting from an order received from an authorized reseller. This is a different model than the authorized reseller actually fulfilling the order.

### **II. Rejections under 35 U.S.C. §112**

The Examiner has objected to claims 19-32 under 35 U.S.C.112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Generally, the objection is due to an administrative error depending each of the respective claims 19-32 from a sequential ordering of the pending claims as opposed to the actual claim numbers. Applicant apologizes for the error and has addressed each instance of the error.

### **III. Rejections under 35 U.S.C. §103(a)**

The Examiner has objected to claims 18-19, 23, 26-28 and 32 as being unpatentable over 1800CONTACTS Website printout packed (archived as of March 3, 2000) in view of Pauly et al (USPN 4,958,280).

The Examiner has objected to claims 20-22, 24-25, and 29-31 as being unpatentable over 1800CONTACTS Website printout packed (archived as of March 3, 2000) in view of Pauly et al (USPN 4,958, 280) as applied to claim 18, and in further view of Stasny (USPAP 2003/0074234).

As addressed in the interview with the Examiner, the prior art cited describes online sales of contact lenses. However, none of 1800CONTACTS, Pauly, and Stasny describe or suggest the claimed process of receiving an order for contact lenses through an authorized reseller, and processing a unique series of objectives specific to shipping contact lenses for the reseller.

Specifically, none of 1800CONTACTS, Pauly, and Stasny describe or suggest receiving an order from a reseller to ship contact lenses to the reseller's customer for the reseller at a price determined by the reseller and also to calculate a number of lenses that the customer should receive, based upon a unique set of variables.

According to the present invention, a manufacturer can receive the order from the authorized reseller and also receive a rule to be applied for calculations of a suggested quantity of contact lenses, for the particular customer. In addition, the manufacturer can receive data identifying an oculist who authorizes the manufacturer to ship particular lenses to a particular customer. The authorization comes in the form of a prescription.

However, the prescription may not necessarily include a maximum number of lenses that a customer should receive in a particular shipment, at a particular point during the prescription duration. This number of lenses that the customer should receive in a particular shipment is based upon the lens brand, the prescription date and the rule to be applied to calculations for a suggested quantity of contact lenses. The present invention automatically makes this calculation according to the relevant variables. The automated calculation provides a very beneficial increase in efficiency in fulfilling orders and accuracy in complying with applicable regulation of prescription devices.

In addition, the present invention allows smaller players (authorized resellers) to remain in the marketplace even though their competition includes very large resellers who maintain large inventories and fulfill orders themselves. The present invention assumes most of the heavy lifting for them, checking on the prescription, checking the oculist, calculating a proper number of lenses to ship, charging the customer for the reseller, based upon a price provided by the reseller, and shipping the correct number of lenses to the customer.

The prior art is based upon a very different business model and therefore simply does not require the claimed steps of the present invention.

**III. Rejections under 35 U.S.C. §103(a)** **III. Rejections under 35 U.S.C. §103(a)****IV. Conclusions**

Accordingly, for the reasons set forth above, the Applicants respectfully request the Examiner to:

- (1) enter the amendments to claims 18-32;
- (2) reconsider and withdraw the standing rejections and objections of the claims;

and

- (3) pass claims 18-32 to allowance.

If the Examiner is of a contrary view, the Examiner is requested to contact the undersigned attorney at (904) 443-3731.

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